

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
SOUTHWESTERN DIVISION**

GARY BAKER,)	
)	
Plaintiff,)	Case No. 08-06127-CV-SW-DGK
)	
v.)	
)	
TRUCKSTOP DISTRIBUTORS, INC.,)	
d/b/a Joplin Petro, et al.,)	
)	
Defendants.)	

ORDER

Pending before the Court is Plaintiff's Motion to enforce settlement and Suggestions in Support. Docs. 100-01. The Court has reviewed this Motion in conjunction with Defendants' Response and Plaintiff's Reply. Docs. 102-03. The parties are in agreement that they executed a settlement agreement providing that "(1) defendants' insurer is to pay plaintiffs¹ the sum of \$35,000.00; (2) plaintiffs are to satisfy all liens out of settlement proceeds; (2) each party is to bear their own costs and fees." Doc. 100-1. The only known lien against the proceeds has been withdrawn. Defendants cite a concern that there may be other liens and that this could subject them to double liability.

The Court finds that the parties have executed a valid settlement agreement. This agreement contains a clause which explicitly obligates Plaintiff to satisfy "all liens." Unlike the *Tomlinson* case cited by Plaintiff, this hold-harmless/indemnification clause was agreed to by both sides prior to executing the agreement. *Tomlinson v. Landers*, No. 3:07-cv-1180-J-TEM, 2009 WL 1117399 (M.D. Fla. April 24, 2009). The fact that Defendants now have concerns about potential unknown liens is irrelevant. Plaintiff's Motion is GRANTED. Defendants shall

¹ It is unclear why the settlement refers to "plaintiffs" as there is only one plaintiff.

make payment to Plaintiff Gary Baker and his attorney, Glenn Gulick, in the amount of \$35,000.00. Plaintiff's requests for costs, fees and interest are DENIED. By December 6, 2010, the parties shall file a stipulation of dismissal or a joint status report explaining why the case has not yet been dismissed.

IT IS SO ORDERED

Dated: November 5, 2010

/s/ Greg Kays
GREG KAYS,
UNITED STATES DISTRICT JUDGE